

SIXTH AMENDMENT

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is the Sixth Amendment (hereafter referred to as the "Sixth Amended Contract") to the Revenue Agreement, by and between the **County of Santa Barbara** (County) and **Central Coast Headway** (Contractor), for the continued provision of **Driving Under the Influence (DUI) Program** and payment of fees to County.

Whereas, this Revenue Agreement has been renewed annually since its inception and the terms and conditions remain substantively unchanged from year to year; and

Whereas, it is in the best interest of County and Contractor to streamline the annual Revenue Agreement renewal process and to extend this Revenue Agreement for the multi-year period to Fiscal Year 14-16 and Contractor shall continue to pay administrative fees to County during those Fiscal Years; and

Whereas, this Amended Contract incorporates the terms and conditions set forth in the original contract, approved by the County Board of Supervisors in July 2006, the First Amendment approved by the County Board of Supervisors in June 2007, the Second Amendment approved by the County Board of Supervisors in June 2008, the Third Amendment approved by the County Board of Supervisors in June 2009, the Fourth Amendment approved by the County Board of Supervisors in July 2010, the Fifth Amendment approved by the County Board of Supervisors in July 2013, except as modified by this Sixth Amended Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, County and Contractor agree as follows:

I. To Item 4, Term, from Agreement, add the following:

4. Contractor shall continue performance through Fiscal Year 2014-16, ending performance upon completion, but no later than **June 30, 2016** unless otherwise directed by County or unless earlier terminated.

II. To Exhibit A – Statement of Work, delete and replace with the following:

Exhibit A

STATEMENT OF WORK

1. PROVIDER WORKBOOK. CONTRACTOR will adhere to the provisions outlined in the Provider Workbook, including program deliverables, administrative deliverables, partnership deliverables, and fee deliverables.
2. SERVICES: CONTRACTOR agrees to provide services, as described below:
 - A. **DRIVING UNDER THE INFLUENCE (DUI).** Contractor shall provide a state-licensed program that offers alcohol and drug education and counseling to persons following a conviction for driving under the influence. Clients are expected to maintain an alcohol and drug-free lifestyle while in treatment.
 - i. Contractor shall provide services at:
 - a) 318 West Carmen Lane, Santa Maria, CA 93454

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b) 115 East College #16, Lompoc, CA 93436

ii. Contractor shall provide the following services, which may include:

a) Individual and group counseling;

b) Self-help programs/activities and supports;

c) Relapse prevention;

d) Providing clients with community referrals to ancillary services.

iii. Contractor shall abide by the provisions set forth in Title 9, California Code of Regulations (CCR), Chapter 3.

3. FEES. Contractor shall assess client fees in accordance with Title 9, CCR and Exhibit B.

4. REPORTS.

A. On a monthly basis, within 10 calendar days of the end of the month in which services are delivered, Contractor shall submit an electronic report to County (adpfinance@co.santa-barbara.ca.us) and shall include the total number of clients enrolled in each program and the total amount of client fees collected by program. Contractor's monthly report shall be accompanied by all client and service provision information required by County and the State Alcohol and Drug Program.

B. For DUI program services, on a quarterly basis, within 10 calendar days of the end of the quarter in which services are delivered, Contractor shall submit to County a copy of the Quarterly Licensing and Participant Enrollment Report for the period specified.

C. Submission of Contractor's reports (electronic or otherwise) to County certifies that Contractor has read, understands and agrees to the following terms printed on the report:

"I hereby certify that all units of service, assessed client fees, and clients reported are true and are for purposes in accordance with agreements set forth in the awarded contract. The contract agency, to the best of its knowledge, has fully complied with the terms and conditions of said contract."

5. PERIODIC REVIEW. County shall assign staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity. ADMHS staff shall conduct periodic on-site reviews of Contractor's client charting.

6. NOTIFICATION REQUIREMENTS

A. Contractor shall notify County immediately in the event of any suspected or actual misappropriation of funds under Contractor's control; known serious complaints against licensed/certified staff; restrictions in practice or license/certification as stipulated by a State agency; staff privileges restricted at a hospital; legal suits initiated specific to the Contractor's practice; initiation of criminal investigation of the Contractor; or other action instituted which affects Contractor's license/certification

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or practice (for example, sexual harassment accusations). "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the event. Contractor shall train all personnel in the use of the ADMHS Compliance Hotline.

- B. Contractor shall immediately notify the Designated ADP staff in the event a client with a case file (episode) open to the County presents any of the following client indices: suicidal risk factors, homicidal risk factors, assaultive risk factors, side effects requiring medical attention or observation, behavioral symptoms presenting possible health problems, or any behavioral symptom that may compromise the appropriateness of the placement.
- C. Contractor shall notify the Designated ADP staff, regardless of whether the client has a case file (episode) open with the County, should any of the following events occur: death, fire setting, police involvement, media contact, any behavior leading to potential liability, any behavioral symptom that may compromise the appropriateness of the placement.

III. To Exhibit B, delete and replace with the following:

EXHIBIT B

FEES AND PAYMENT TO COUNTY

1. FEE COLLECTION.

- A. DUI. For DUI program services rendered under this Agreement, Contractor shall charge the appropriate approved fees as described in Exhibit B-1. Contractor shall pay County an administrative fee of \$30.00 per client enrolled.

In consideration of the \$30.00 charge paid from Contractor to County for DUI program services, County shall provide technical support for Contractor's staff and monitor program services semi-annually.

- 1. In providing DUI treatment services as described in Exhibit A, Contractor agrees to assess client fees in accordance with Title 9, CCR.
- 2. Fee collection shall follow State guidelines. Program profit or surplus shall not exceed ten percent (10%) of gross revenue from fees annually per Title 9, CCR Section 9878.

- B. Additional fees may be charged to client by Contractor for any returned check, transfers, reinstatement, and no shows, as approved by the State Alcohol and Drug Program and/or County, as described in Exhibit B-1.

- 2. **PAYMENT TO COUNTY.** On a monthly basis, by the thirtieth (30th) of the month following the month of service, Contractor shall pay the appropriate fees due to County, as detailed in Exhibit B, Section 4, Payment Processing.

Contractor agrees that the program services operating under this Agreement will be self-supporting through client fees as defined in Exhibit A. County is under no obligation to pay Contractor any fee or charges in relation to this service agreement.

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3. **ALLOWABLE COSTS AND ACTIVITIES.** A determination of Contractor's satisfactory performance shall be based upon the scope and methodology of the services provided as described in Exhibit A in relation to the costs, expenses, overhead charges and hourly rates for personnel. Monthly service reports submitted by Contractor shall be in accordance with Exhibit A and must contain sufficient detail and supporting documentation to enable an audit of the costs.

4. **PAYMENT PROCESSING.**

- A. County will evaluate the electronic monthly report Contractor submits to determine if the fees paid to County are within the Scope of Exhibit A, Exhibit B, and Exhibit B-1.
- B. Any monthly report and/or reports submitted by Contractor to County that have errors or omissions will be immediately returned to Contractor for correction.
- C. In the event Contractor identifies a reporting error on a current monthly report and/or report already submitted to County, Contractor will immediately notify County of the error. Any corrections to the current monthly report shall be corrected by Contractor and returned to County within ten (10) days, or prior to submitting the next monthly report. Any modifications, errors or omissions that Contractor reports to County after the time period specified above shall not be processed but shall be considered and included by County when the final adjustments are made to Contractor's year-end cost report.
- D. Failure on behalf of County to discover or object to any unsatisfactory work, reporting or payment will not constitute a waiver of County's right to require Contractor to correct such work, reporting or payment, or to seek any other legal remedy.

5. **COUNTY'S DESIGNATED REPRESENTATIVE**

Alcohol, Drug and Mental Health Services
Attn: ADP Finance
300 North San Antonio Road, Bldg 3
Santa Barbara, CA 93110

6. **COST REPORT**

- A. Submission of Cost Report. Within four weeks after the release of the cost report template by the Department of Health Care Services (DHCS), but no sooner than 45 days after the end of the fiscal year, Contractor shall provide County with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the applicable prior fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable Federal, State and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Contractor shall be reported with its annual Cost Report, and shall be used to offset gross cost. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Director or designee upon reasonable notice.

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- B. Cost Report to be Used for Settlement. The Cost Report shall be the final financial and statistical report submitted by Contractor to County, and shall serve as the basis for settlement to Contractor, as described in Sections 7 and 8 of this Exhibit B. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.
- C. Penalties. In addition, failure of Contractor to submit accurate and complete Annual Cost Report(s) by 45 days after the due date set in Section 6.A above or the expiration or termination date of this Agreement shall result in:
1. A Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the accurate and complete Annual Cost Report(s) is (are) not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the forty-sixth (46th) day after the deadline or the expiration or termination date of this Agreement. County shall invoice Contractor for the Late Penalty assessed against Contractor.
 2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred and fifth (105th) day after the due date set in Section 6.A or the expiration or termination date of this Agreement, then County shall terminate any current contracts entered into with Contractor for Programs covered by the outstanding Annual Cost Reports.
- D. Audited Financial Reports: Each year of the Contract, the Contractor shall submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.
- E. Single Audit Report: If Contractor is required to perform a single audit, per the requirements of OMB circular A-133, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

7. PREAUDIT COST REPORT SETTLEMENT.

- A. Preaudit Cost Report Settlement. Based on the Annual Cost Report(s) submitted pursuant to this Exhibit B Section 6 (Cost Reports) and approved client enrollment, at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the State and County will perform a pre-audit cost report settlement. Such settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or Federal statutes, regulations, policies and procedures, or requirements pertaining to cost reporting and settlements for applicable Federal and/or State programs. Settlement shall also be adjusted to the lower of Contractor's actual costs.
- B. Issuance of Findings. County's issuance of its pre-audit cost report settlement findings shall take place no later than one-hundred-twenty (120) calendar days after the receipt by County from the State of the State's Final Cost Report Settlement package for a particular fiscal year.
- C. Payment. In the event that Contractor adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay County by direct payment within thirty (30) days of the issuance of County's pre-audit cost report settlement findings.

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8. AUDITS, AUDIT APPEALS AND POSTAUDIT FINAL SETTLEMENT:

- A. Audit by Responsible Auditing Party. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law, authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit of Contractor regarding the Alcohol and Drug Program services/activities provided hereunder.
- B. Settlement. Contractor shall be responsible for any disallowance taken by the Responsible Auditing Party, as a result of any audit exception that is related to the Contractor's responsibilities herein. In the case of a State Drug Medi-Cal audit the State and County will perform a post-audit Drug Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County.
- C. Invoice for Amounts Due. County shall issue an invoice to Contractor for any amount due County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.
- D. Appeal. Contractor may appeal any such audit findings in accordance with the audit appeal process established by the Responsible Auditing Party performing the audit.

IV. Exhibit B-1, Schedule of Fees, delete and replace with the following:

EXHIBIT B-1 SCHEDULE OF FEES

The program services, as listed below and described in Exhibit A have been mutually agreed to by Contractor and County.

TYPE OF SERVICE	Projected Client Fees Collected	Projected Annual Fees Paid to County
Driving Under the Influence (DUI) Program	475,522	\$29,850
Total Annual Fees		\$29,850

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DUI Program Participant Fee Schedule	
Wet & Reckless Program	\$190
18-20 Year Old Program	\$190
3-Month Program	\$478
6-Month Program	\$731
9-Month Program	\$970
18-Month Program	\$1,450
OTHER FEES	
DUI Program	
Return Check	\$36
Transfer-Out	\$75
Reinstatement	\$33
Missed Activity	\$17
Leave of Absence	\$20

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V. Exhibit B-2, Fee Schedule (Sliding Scale), Delete and replace with the following:

COUNTY OF SANTA BARBARA ALCOHOL & DRUG PROGRAM FEE SCHEDULE FY 2014-15

ANNUAL GROSS FAMILY INCOME								
NUMBER OF DEPENDENTS								
FEE PER VISIT	1	2	3	4	5	6	7	8
5	11,670	15,730	19,790	23,850	27,910	31,970	36,030	40,090
10	15,730	19,790	23,850	27,910	31,970	36,030	40,090	44,150
15	19,790	23,850	27,910	31,970	36,030	40,090	44,150	48,210
20	23,850	27,910	31,970	36,030	40,090	44,150	48,210	52,270
25	27,910	31,970	36,030	40,090	44,150	48,210	52,270	56,330
30	31,970	36,030	40,090	44,150	48,210	52,270	56,330	60,390
35	36,030	40,090	44,150	48,210	52,270	56,330	60,390	64,450
40	40,090	44,150	48,210	52,270	56,330	60,390	64,450	68,510
45	44,150	48,210	52,270	56,330	60,390	64,450	68,510	72,570
50	48,210	52,270	56,330	60,390	64,450	68,510	72,570	76,630
55	52,270	56,330	60,390	64,450	68,510	72,570	76,630	80,690
60	56,330	60,390	64,450	68,510	72,570	76,630	80,690	84,750
65	60,390	64,450	68,510	72,570	76,630	80,690	84,750	88,810
70	64,450	68,510	72,570	76,630	80,690	84,750	88,810	92,870
75	68,510	72,570	76,630	80,690	84,750	88,810	92,870	96,930
80	72,570	76,630	80,690	84,750	88,810	92,870	96,930	100,990
85	76,630	80,690	84,750	88,810	92,870	96,930	100,990	105,050
90	80,690	84,750	88,810	92,870	96,930	100,990	105,050	109,110

MONTHLY GROSS FAMILY INCOME								
NUMBER OF DEPENDENTS								
FEE PER VISIT	1	2	3	4	5	6	7	8
5	973	1,311	1,649	1,988	2,326	2,664	3,003	3,341
10	1,311	1,649	1,988	2,326	2,664	3,003	3,341	3,679
15	1,649	1,988	2,326	2,664	3,003	3,341	3,679	4,018
20	1,988	2,326	2,664	3,003	3,341	3,679	4,018	4,356
25	2,326	2,664	3,003	3,341	3,679	4,018	4,356	4,694
30	2,664	3,003	3,341	3,679	4,018	4,356	4,694	5,033
35	3,003	3,341	3,679	4,018	4,356	4,694	5,033	5,371
40	3,341	3,679	4,018	4,356	4,694	5,033	5,371	5,709
45	3,679	4,018	4,356	4,694	5,033	5,371	5,709	6,048
50	4,018	4,356	4,694	5,033	5,371	5,709	6,048	6,386
55	4,356	4,694	5,033	5,371	5,709	6,048	6,386	6,724
60	4,694	5,033	5,371	5,709	6,048	6,386	6,724	7,063
65	5,033	5,371	5,709	6,048	6,386	6,724	7,063	7,401
70	5,371	5,709	6,048	6,386	6,724	7,063	7,401	7,739
75	5,709	6,048	6,386	6,724	7,063	7,401	7,739	8,078
80	6,048	6,386	6,724	7,063	7,401	7,739	8,078	8,416
85	6,386	6,724	7,063	7,401	7,739	8,078	8,416	8,754
90	6,724	7,063	7,401	7,739	8,078	8,416	8,754	9,093

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SIGNATURE PAGE

Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and **Central Coast Headway**.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective on July 1, 2014.

COUNTY OF SANTA BARBARA

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

CONTRACTOR
CENTRAL COAST HEADWAY


By: _____
Deputy Clerk

Date: _____


APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

Date: _____

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy County Counsel

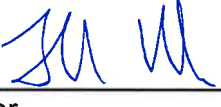
Date: 8/14/14

By: 
Deputy

Date: 8/14/14

RECOMMENDED FOR APPROVAL:
ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES
TAKASHI WADA, MD, MPH
INTERIM DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By: 
Director

Date: 8/13/14

By: 
Date: 8/14/14

SIXTH AMENDMENT

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COUNTY OF SANTA BARBARA

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR
CENTRAL COAST HEADWAY

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: Elizabeth Moore

Date: 8-14-14

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By _____
Deputy County Counsel

Date: _____

RECOMMENDED FOR APPROVAL:
ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES
TAKASHI WADA, MD, MPH
INTERIM DIRECTOR

By _____
Deputy

Date: _____

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By _____
Director

Date: _____

By: _____

Date: _____